

Exhibit A-2

Long-Form Notice

Wells Fargo Unauthorized Accounts Settlement Notice

A federal court authorized this Notice. This is not a solicitation from a lawyer.

Wells Fargo & Company and Wells Fargo Bank, N.A. (Wells Fargo) have reached a Class Action Settlement related to claims that bank employees opened accounts, provided services, or submitted applications for products and services, without customers' authorization. This Notice refers to those accounts, services and applications as "Unauthorized Accounts."

You may be a member of the class covered by the Class Action Settlement (a "Class Member") if Wells Fargo opened an account, product, or service in your name without your consent, or submitted an application for an account, product, or service without your consent, at any time between May 1, 2002 and April 20, 2017. As a Class Member, you may be entitled to compensation from the Class Action Settlement. The terms of the Class Action Settlement are described below.

Summary of the Class Action Settlement

As part of the Class Action Settlement, Wells Fargo has agreed to pay a total of \$142 million. This payment is called the "Total Settlement Amount." Certain fees and expenses will be deducted from the Total Settlement Amount, so long as the Court approves. (See the section below under the heading "Attorneys' Fees, Costs, and Other Expenses"). The Total Settlement Amount, minus these fees and expenses, is called the "Net Settlement Amount." The Net Settlement Amount will go to Class Members under the Class Action Settlement.

Class Members are eligible for three kinds of compensation:

- Fee Reimbursement, which relates to fees paid in connection with certain Unauthorized Accounts.
- Credit Impact Damages, which pays for damage that certain Unauthorized Accounts caused to some Class Members' credit.
- Additional Compensation, which allocates any money remaining to Class Members after Fee Reimbursement, Credit Impact Damages and other costs are paid (see section below on Attorneys' Fees, Costs, and Other Expenses).

The First Kind of Settlement Compensation is Fee Reimbursement

If you claim that you were charged fees in connection with an Unauthorized Account, you may be eligible to receive Fee Reimbursement.

Class Members who were charged fees in connection with certain Unauthorized Accounts from January 1, 2009 through April 20, 2017 will receive Fee Reimbursement in the amount of the

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actual fees they were charged. To determine the amount of actual fees charged for Class Members in this group, the Settlement Administrator will determine which credit card, line of credit, or deposit accounts opened in the Class Member's name were not used or activated, and then figure out the fees, if any, that were charged in connection with these accounts. A Class Member in this group will receive Fee Reimbursement for fees that have not already been reimbursed by Wells Fargo by two other settlements (see Question 25 below for more information on the other settlements).

Class Members who were charged fees in connection with Unauthorized Accounts from May 1, 2002 through December 31, 2008 will receive a Flat-Rate Fee Reimbursement described in the answer to Question 16 below. The reason a flat fee will be paid is that Wells Fargo does not have the data necessary to identify actual fees and charges for unauthorized accounts from this time period.

The Second Kind of Settlement Compensation is Credit Impact Damages

Credit Impact Damages are designed to compensate Class Members who paid a higher interest rate on a loan or credit card because their credit score was hurt by an Unauthorized Account. This Unauthorized Account might have been an unauthorized Wells Fargo credit card, line of credit, small business deposit account, or an unauthorized application for one of those products. Credit Impact Damages are calculated by using data from your credit report. To be eligible for Credit Impact Damages, you'll need to authorize the Settlement Administrator—the entity responsible for evaluating claims and paying Class Members under the Class Action Settlement—to access your credit report. *Authorizing the Settlement Administrator to access your credit report won't harm your credit.*

Please keep in mind that Credit Impact Damages are designed to pay Class Members for increased borrowing costs. They're not designed to pay Class Members who believe they were denied certain credit entirely due to an Unauthorized Account. If you believe that you were denied credit entirely and that your damages due to this loss of credit are large enough for you to bring suit against Wells Fargo on your own, you may want to consider excluding yourself from this Class Action Settlement. Doing this will preserve your right to bring a separate claim against Wells Fargo. For more on excluding yourself from this Class Action Settlement, see Question 31 below.

The Third Kind of Settlement Compensation is Referred to as Additional Compensation

After Fee Reimbursement and Credit Impact Damages are paid to eligible Class Members, the money remaining in the Net Settlement Fund will be paid to Class Members based on the number of Unauthorized Accounts opened in each eligible Class Member's name. Class Members who authorized enrollment in identity theft protection services will, for purposes of Additional Compensation, receive credit for one additional unauthorized account.

How to Obtain Benefits Under the Class Action Settlement

After May 18, 2017—which is the day that the Court will hold a hearing to decide whether to give its preliminary approval to the Class Action Settlement—Class Members will be able to go to

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www.WFSettlement.com to register to receive claim forms or to be notified that claim forms are available online. These forms will also be mailed to identified Class Members.

The claim forms are designed to be as simple as possible. They will look slightly different for different groups of Class Members. The first two groups listed below will receive a notice and claim form in the mail. All Class Members will be able to fill out and submit claim forms online.

- Wells Fargo hired a consultant to identify consumers who had potentially Unauthorized Accounts. **If you've been identified by the consultant, you will be sent a claim form that lists the potentially Unauthorized Accounts that have been identified and asks you to mark which ones were unauthorized.** You will be able to add additional accounts to the form, if necessary. To be eligible to receive Credit Impact Damages, you can check off a box authorizing the Settlement Administrator to access your credit reports without affecting your credit score.
- If you've already complained about Unauthorized Accounts to Wells Fargo, the Office of the Comptroller of the Currency ("OCC"), or the Consumer Finance Protection Bureau ("CFPB"), Wells Fargo may have a record of your complaint. **If so, you will be automatically enrolled in the Settlement, but you should still fill out a claim form to maximize the amount of money you could receive.** Your claim form will ask whether you believe you were charged fees in connection with Unauthorized Accounts, and whether you authorize the Settlement Administrator to access your credit reports so that you can be eligible for Credit Impact Damages.
- **If you don't belong to one of the two groups above, you can still submit a claim form online or request one from the Claims Administrator.** Your claim form will ask you whether you believe you were charged fees in connection with Unauthorized Accounts, and whether you authorize the Settlement Administrator to access your credit reports so that you can be eligible for Credit Impact Damages. It will also ask you for your Social Security Number or similar identifying information so that the Settlement Administrator can verify your claim.

If you aren't sure which group you are in, you will be able to call the Claims Administrator, though it may take the Claims Administrator some time to gather that information.

The money you receive under the Class Action Settlement will be mailed to you in a check.

Attorneys' Fees, Costs, and Other Expenses

In a class action like this one, the Court must approve all attorneys' fees and costs before they can be paid. Here, if the Court approves the fees paid to the attorneys representing the Class, the expenses that those attorneys reasonably had in the litigation, and the expenses of administering the Class Action Settlement will be deducted from the Total Settlement Amount of \$142 million. The Class Action Settlement allows the attorneys representing the Class to request up to 25% of the Total Settlement Amount as fees and costs, but the attorneys have decided to request no more than 15% of the Total Settlement Amount. Note that the Court has the power to award less than

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15%. The Class Members representing the Class as plaintiffs will also ask for awards of no more than \$5,000 each to pay them for the time they spent and expenses they had in representing the Class. These awards will also have to be approved by the Court before they're deducted from the Total Settlement Amount.

For More Information

This notice summarizes the proposed Settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at **www.WFSettlement.com**, or contact the Settlement Administrator at Wells Fargo Unauthorized Accounts Settlement, P.O. Box 2594, Faribault, MN 55021-9594 or 1-866-431-8549.

Please do *not* telephone the Court or the Court Clerk's office to inquire about this Settlement or the claim process.

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QUESTIONS? Go to **www.WFSettlement.com**.

BASIC INFORMATION

1. What are my options under the Class Action Settlement?

Your options are summarized in the table below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DON'T FILE A CLAIM	If you don't file a claim, and Wells Fargo does not have a record of any previous complaint you made about Unauthorized Accounts, you won't get any money , even if you're eligible for it under the Class Action Settlement. The claim forms are simple, and filling them out shouldn't take very much time—potentially less than three minutes. So, unless you want to exclude yourself from the Class Action Settlement, you should file a claim. For details on filing a claim, see Questions 2- Error! Reference source not found. below.
FILE A CLAIM	Filing a claim will allow you to receive money under the Class Action Settlement if you're eligible. You can file a claim online at www.WFSettlement.com . The deadline to file a claim is _____, 2017 . For more on filing a claim, see Questions 2- Error! Reference source not found. below.
ASK TO BE EXCLUDED	If you exclude yourself from the Class Action Settlement, you won't get any benefits under it. Excluding yourself is the only option that may allow you to sue Wells Fargo with respect to the issues in this lawsuit. The postmark deadline to exclude yourself is _____, 2017 . For more on this, see Questions 31-34 below.
OBJECT OR COMMENT	You may remain part of the Class and write to the Court about why you like or don't like the Class Action Settlement. The postmark deadline to send an objection or comment is _____, 2017 . For instructions on how to object or comment, see Question 38 below.
GO TO A HEARING	You may also ask to speak in Court about the fairness of the Class Action Settlement. For instructions on how to do this, see Question 42 below.

HOW TO GET BENEFITS

2. How do I claim Class Action Settlement benefits?

The easiest way to claim benefits is to go to www.WFSettlement.com and fill out a claim form. The website will give you instructions on how to fill out the form. **The forms are designed to be simple, so filling them out is easy and shouldn't take much of your time**—potentially less than three minutes.

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QUESTIONS? Go to www.WFSettlement.com.

If Wells Fargo has a record of a complaint about Unauthorized Accounts that you made to Wells Fargo, the Office of the Comptroller of the Currency, or the Consumer Finance Protection Bureau, you will be automatically enrolled in the Settlement. However, you will need to submit a claim form in order to be eligible for all of the types of payments available in the Settlement. If Wells Fargo's consultant has identified you as having potentially Unauthorized Accounts, the Settlement Administrator will mail you a claim form. In either case, you can fill the claim form out and send it back to the Settlement Administrator. The postage on the claim form will be prepaid, so you won't have to pay for the postage.

You can also write to Wells Fargo Unauthorized Accounts Settlement, P.O. Box 2594, Faribault, MN 55021-9594 or call 1-866-431-8549 to request that a claim form be mailed to you. Once you get it, you can fill it out and send it back. Again, the postage will be prepaid.

3. What is the deadline to make a claim?

To receive benefits under the Class Action Settlement, you must have submitted a complete and valid claim by _____, 2017.

4. What supporting documents are needed to make a claim?

No supporting documents are needed to make a claim. Instead, the claim form will just ask you to check some boxes or, at most, to answer a few simple questions. See the next question for more on the claim forms.

5. Why are the claim forms necessary?

First, the Class Action Settlement recognizes that there's a possibility that you may have Unauthorized Accounts even if Wells Fargo doesn't have a record of you. If you're one of these people, the claim form asks for certain information to verify your claim.

Even if you've already been identified by Wells Fargo's consultant, you have to fill out a claim form to allow the Settlement Administrator to access your credit report. The credit report is necessary to calculate your Credit Impact Damages, if any. Also, if you've been identified, that means you've been flagged as having *potentially* Unauthorized Accounts. The claim form lists those accounts for you, so that you can confirm which accounts you don't recognize or think are unauthorized.

Although Wells Fargo has records of some people who have complained about Unauthorized Accounts, Wells Fargo is unable to determine all types of relief you may be eligible for under the Settlement. The claims forms will allow you to maximize your settlement recovery by telling the Settlement Administrator that you believe you had one or more Unauthorized Accounts, were charged fees to those accounts, and authorize the Settlement Administrator to access your credit report, so that you can be eligible for Credit Impact Damages.

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6. When will I receive my payment?

The earliest possible time for payments to begin under the Class Action Settlement is _____.

CLASS MEMBERSHIP QUESTIONS

7. Am I included in the Class Action Settlement?

You are included in the Class Action Settlement and considered a “Class Member” if you are in the Class, which is defined as:

All Persons for whom Wells Fargo or Wells Fargo’s current or former subsidiaries, affiliates, principals, officers, directors, or employees opened an account in their name without consent, enrolled them in a product or service without consent, or submitted an application for a product or service in their name without consent during the period from May 1, 2002 to April 20, 2017, inclusive.

The following entities and individuals are **excluded** from the Class:

- Wells Fargo’s officers, directors and employees;
- Judicial officers and their immediate family members and associated court staff assigned to this case; or
- Persons or entities who or which timely and properly exclude themselves from the Class as provided in the Class Action Settlement.

8. How can I find out if I’m automatically enrolled in the Settlement?

If Wells Fargo has a record of a complaint about Unauthorized Accounts that you made to Wells Fargo, the Office of the Comptroller of the Currency, or the Consumer Finance Protection Bureau, you may be automatically enrolled in the Settlement. That does not mean you will automatically receive all the Settlement’s benefits. You will also be mailed a claim form, which you are encouraged to fill out to maximize your recovery under this Settlement. You can learn if you’re on this list by contacting the Settlement Administrator at Wells Fargo Unauthorized Accounts Settlement, P.O. Box 2594, Faribault, MN 55021-9594 or 1-866-431-8549.

9. What happens if I am automatically enrolled and do not submit a claim?

If you are automatically enrolled and do not submit a claim you are eligible for Additional Compensation (see Question 21) but you will **not** receive Credit Impact Damages (see Questions 17-18) or Fee Reimbursement (see Question 16).

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10. What is this case about?

This class action was filed against Wells Fargo for opening consumer and small business accounts without authorization from its clients. The action seeks compensation for Wells Fargo customers impacted by this practice.

11. Can I receive benefits if I had Unauthorized Accounts prior to May 1, 2002?

No. This Class Action Settlement covers only Unauthorized Accounts opened on or after May 1, 2002.

12. Does this Class Action Settlement cover accounts opened by Wachovia Bank, which was acquired by Wells Fargo in 2008?

No, this Settlement covers accounts opened by Wells Fargo only, not accounts opened by Wachovia or other companies before they were purchased by Wells Fargo.

13. What if I am not sure whether I am included in the Class Action Settlement?

If you believe Wells Fargo opened an Unauthorized Account in your name, but you did not receive a notice in the mail and are not sure whether you are included in the Class Action Settlement, you may visit www.WFSettlement.com to submit a claim or call 1-866-431-8549. You may also write with questions to Wells Fargo Unauthorized Accounts Settlement, P.O. Box PO Box 2594, Faribault, MN 55021-9594.

BENEFITS UNDER THE CLASS ACTION SETTLEMENT

14. Who qualifies for benefits under the Settlement?

All people described in the answers to Question 7 qualify for cash payments.

15. What payment will I receive if I participate in the Settlement?

The Class Action Settlement provides that eligible Class Members may receive **Fee Reimbursement** (see Question 16), **Credit Impact Damages** (see Questions 17-18), and **Additional Compensation** (see Question 21).

16. What Fee Reimbursement will I receive if I participate in the Settlement?

Class Members who were charged fees in connection with certain Unauthorized Accounts from **January 1, 2009 through April 20, 2017**, will receive Reimbursement in the amount of the actual fees they were charged. To determine the proper amount of Fee Reimbursement for this group, the Settlement Administrator will examine which credit card, line of credit, or deposit accounts opened in the Class Member's name and claimed to be unauthorized went unused, and then determine the fees, if any, charged in connection with those accounts. A Class Member in this group will receive Fee Reimbursement only to the extent that two other settlements that Wells Fargo has entered into have not already reimbursed that Class Member for fees. In other words, if you have been identified

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as having a potentially Unauthorized Account and have already been reimbursed for your fees, you are not entitled to receive additional Fee Reimbursement.

Class Members who believe they were charged fees in connection with certain Unauthorized Accounts opened from **May 1, 2002 through December 31, 2008** may be eligible to receive a Flat-Rate Fee Reimbursement.

17. What Credit Impact Damages will I receive if I participate in the Settlement?

Credit Impact Damages are designed to compensate Class Members who paid a higher interest rate on a loan or credit card because their credit score was hurt by an Unauthorized Account. This Unauthorized Account might have been an unauthorized Wells Fargo credit card, line of credit, or small business deposit account, or an unauthorized application for one of those products.

Credit Impact Damages are calculated by an expert-designed method using data from your credit report. For details on this method, see Question 19. If you actually activated or used an unauthorized credit card, line of credit, or small business deposit account, you're entitled to an Additional Compensation payment, but you won't receive Credit Impact Damages.

Please keep in mind that Credit Impact Damages are designed to compensate Class Members for increased cost of certain credit that they actually received. They're not designed to compensate Class Members who believe they were *denied* certain credit entirely. If you believe that you were denied certain credit due to an Unauthorized Account and that your damages due to this loss of credit are large enough to justify bringing suit against Wells Fargo on your own, you should consider excluding yourself from this Class Action Settlement. Doing this will preserve your right to bring a separate claim against Wells Fargo. You'll have to hire your own lawyer. For more on excluding yourself from this Class Action Settlement, see Questions 31-34 below.

18. How are Credit Impact Damages calculated?

Class Counsel retained experts to determine how different events associated with an unauthorized credit card, line of credit, or small business deposit account, or an unauthorized application for one of these products (an inquiry to a credit bureau, the creation of a credit-card account, and so on) are likely to negatively affect a person's credit score. Using information from your credit report, there will be a determination whether your credit score was damaged by the unauthorized credit product. You will only be eligible for Credit Impact Damages if your credit score went down and you received credit within 12 months after the relevant Unauthorized Account was opened.

A lowered credit score typically increases a consumer's cost of credit only if it drops the consumer from one particular credit-score range (or "tier") into another tier. Changes *within* the same tier typically don't increase the cost of credit. This means that the experts, after research, will create a set of tiers that approximates the tiers used by a hypothetical "average" lender in setting the cost of credit for its customers.

This set of tiers is only an approximation, since every lender uses a different set of tiers. Rather than trying to determine what tiers every lender of every Class Member actually used—a nearly

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impossible task—the experts will instead calculate the *probability* that a particular event moved a customer from one tier to another. For example, if a particular event drops consumers' credit scores by 12 points, and each tier spans 100 points, the probability that the event actually caused a consumer to suffer credit cost injury is the probability that the consumer's credit score was within 12 points of the tier boundary.

The increase in cost of credit caused by a drop-in tier will vary from lender to lender and will depend on the type of credit. Class Counsel's experts will determine typical or average values to use for the increase in cost. Damages will be computed for the expected time until the loan or other credit event is settled.

Once the experts have determined all these things, and once the Settlement Administrator has determined what kind and amount of credit a Class Member took out, it will be possible to calculate how much the cost of that credit would have increased if the unauthorized credit card, line of credit, or small business deposit account, or an unauthorized application for one of these products moved the Class Member into a lower credit-score tier. To determine Credit Impact Damages for that particular credit product, that increase in the cost of credit will be multiplied by the probability that you actually did move into a different tier, given the number and kind of events that preceded the extension of that credit. Total Credit Impact Damages will be equal to the sum of Credit Impact Damages for each relevant credit product.

19. Will I get paid damages for every year of my loan?

The experts' calculation of credit impact damages uses the average life of a loan, because most people don't keep loans for the whole period. If you believe your credit impact damages should apply to the whole life of a loan you took out, you should consider opting out of this settlement.

20. What is an example of what credit impact damages might be?

To see how the calculation described in the answer to Question 19 works for one particular credit product, suppose that a Class Member with the 12-point drop in credit score due to an Unauthorized Accounts took out a three-year used car loan with an average balance of \$18,000 over the life of the loan, with potential increased interest of 2%. For such a Class Member, the calculation of Credit Impact Damages related to this auto loan would be as follows:

Principal auto loan amount:	\$18,000
Increased borrowing cost due to dropping to a lower credit tier:	2%
12-point drop in credit score translates to 12/100 probability of decreasing by 1 tier:	0.12
Assumed length of loan:	3 years

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Credit Impact Damages **$\$18,000 \times 0.02 \times 0.12 \times 3 = \underline{\$129.60}$**

In determining Credit Impact Damages, the Class Action Settlement considers only events that occurred within a certain time period *after* the unauthorized credit card, line of credit, or small business deposit account was opened, or after the unauthorized application for one of these products was submitted. Some events don't have any effect on your credit score after a particular period. The experts have determined that the relevant period is twelve months.

21. What Additional Compensation will I receive if I participate in the Settlement?

After Fee Reimbursement and Credit Impact Damages are paid to eligible Class Members and all costs are paid (see Question 33), the remaining portion of the Settlement Fund will be paid as Additional Compensation to eligible Class Members based on how many Unauthorized Accounts each they have or had. Identity theft protection services, whether authorized or unauthorized, will be counted as one account for the purposes of Additional Compensation.

22. How will I be paid my share of the settlement?

If you are entitled to payment under the settlement, a check will be sent to your last known address. If you believe Wells Fargo may have an outdated or incorrect address for you, contact the Settlement Administrator to provide your updated address.

23. What are the tax implications of accepting a settlement payment?

While it is the intention of class counsel that any payments made as a result of the Settlement not be subject to taxation, the tax implications could vary based on the amount you may receive, so you should consult a tax professional to assess the specific tax implications of any payment you may receive.

24. What does it mean that this settlement is “non-reversionary”?

It means that none of the Settlement Fund will be returned to Wells Fargo. After Fee Reimbursement and Credit Impact Damages are paid to eligible Class Members and all costs are paid (see Question 33), the remaining portion of the Settlement Fund will be paid as Additional Compensation to eligible Class Members based on how many Unauthorized Accounts each they have or had.

25. What other settlements has Wells Fargo entered into? How do they affect the Class Action Settlement?

In September 2016, Wells Fargo entered into settlements with three government agencies: the Office of the Comptroller of the Currency, Consumer Finance Protection Bureau, and the Los Angeles City Attorney. Under the Consumer Finance Protection Bureau settlement, Wells Fargo was required to set aside \$5 million for refunding fees paid by customers in connection with

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Unauthorized Accounts. Under the City Attorney of Los Angeles settlement, Wells Fargo was required to refund certain fees to customers identified by a third-party consultant as potentially having had Unauthorized Accounts.

These prior settlements may affect Class Members' Fee Reimbursement under the Class Action Settlement. If Class Members have not been reimbursed for fees under these prior settlements, and claim that they had fees in connection with an Unauthorized Account, product, or service, they are eligible to receive a Fee Reimbursement under the Class Action Settlement. If Class Members have already received reimbursement under the prior settlements, they will not receive a Fee Reimbursement under the Class Action Settlement for the same accounts. The prior settlements will not affect the Credit Impact Damages or Additional Compensation that Class Members receive.

The Class Action Settlement will not diminish Wells Fargo's obligation to reimburse fees or to provide other relief required by its settlements with the CFPB or the Los Angeles City Attorney.

UNDERSTANDING THE CLASS ACTION PROCESS

26. Why is there a Notice?

The Court in charge of this case authorized this Notice because Class Members have a right to know about the proposed Class Action Settlement of this lawsuit, and to understand all of their options before the Court decides whether or not to approve the Class Action Settlement. This Notice summarizes the Class Action Settlement and explains Class Members' legal rights and options.

Judge Vince Chhabria of the United States District Court for the Northern District of California is in charge of this case. The case is known as *Jabbari v. Wells Fargo & Co.*, No. 3:15-cv-02159. The people who sued are called the "Plaintiffs." Wells Fargo & Company and Wells Fargo Bank, N.A., together, are called "Wells Fargo" or the "Defendant."

27. What is a class action?

A class action is a representative lawsuit. One or more plaintiffs (who are also called "class representatives") sue on behalf of themselves and all other people with similar claims, who are not named, but are described in the class definition and are called "Class Members." When a class action is settled, the Court resolves the issues in the lawsuit for all Class Members, except for those who leave (opt out of) the class. Opting out means that you will not receive benefits under the Class Action Settlement. The opt-out process is described in Question 31 of this Notice.

28. How was this Class Action Settlement reached?

A settlement is an agreement between a plaintiff (or multiple plaintiffs) and a defendant (or multiple defendants) to resolve a lawsuit. Settlements end all or part of a lawsuit without a trial, and without the court or a jury ruling in favor of the plaintiff(s) or the defendant(s). A settlement allows the parties to avoid the costs and risks of a trial, and the very significant time delays of

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litigation. Class Counsel believe that the proposed Class Action Settlement is fair and reasonable for the Class, and that it is in the public interest.

This Class Action Settlement was achieved despite the Court dismissing this case and ordering Plaintiffs to individually arbitrate their claims. This result was possible due to months-long negotiations between the parties and the assistance of two mediators: the Honorable Layn R. Phillips, a former United States District Judge, and Ann Julius, a Circuit Mediator at the U.S. Court of Appeals for the Ninth Circuit.

29. What am I giving up in exchange for receiving benefits under the Class Action Settlement?

If the Court approves the Class Action Settlement, it becomes final. If you have not excluded yourself from it, you will be eligible for the benefits described above. In exchange, you will give up your right to sue Wells Fargo and related parties for the claims being resolved by this Settlement (see Question 30 below).

Section 5 of the Class Action Settlement contains the complete text and details of what Class Members give up unless they exclude themselves from the Settlement, so please read it carefully. The Class Action Settlement is available at www.WFSettlement.com. If you have any questions, you may talk to the attorneys listed in Question 35 for free, or you may talk to your own lawyer.

30. What are my potential legal claims and remedies in this class action?

There are eight claims for relief in this nationwide Class Action. The listing of claims starts on page 23 of the Consolidated Amended Complaint, filed on July 30, 2015 in the Northern District of California. The Consolidated Amended Complaint can be found on the Settlement website at www.WFSettlement.com, under the “Court Documents” section. If you have any questions about the claims and remedies in the class action, you may talk to the attorneys listed in Question 35 for free, or you may talk to your own lawyer.

31. How do I get out of the Class Action Settlement?

If you do not want to receive benefits from the Class Action Settlement, and you want to keep the right to bring claims against Wells Fargo about the legal issues in this case, then you must take steps to remove yourself from the Class Action Settlement. You may do this by asking to be excluded—sometimes referred to as “opting out” of—the Settlement. To do this, you must mail a letter or other written document to the Court-appointed claims supervisor. Your request must include:

- Your name, address, email, and telephone number;
- A statement saying that you wish to exclude yourself from the Class Action Settlement in *Jabbari v. Wells Fargo*, No. 3:15-cv-02159 (N.D. Cal.);

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- A statement as to whether you are aware of any unauthorized accounts, products and services, and the account number and date of opening, if known; and
- Your personal signature and date.

You must mail your exclusion request, postmarked no later than _____, **2017**, to Opt Out Wells Fargo Settlement, P.O. Box PO Box 2594, Faribault, MN 55021-9594.

32. If I do not exclude myself, can I sue Wells Fargo for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Wells Fargo for all of the claims that this Class Action Settlement resolves.

33. If I exclude myself, can I still get full benefits from the Class Action Settlement?

No. If you exclude yourself, you will not get any benefits from the Class Action Settlement.

34. If I opt out and pursue my own case, could I get a larger recovery?

Federal and state laws provide for various remedies, including actual damages, statutory damages, punitive or multiple damages, and rescission, if a claim is proved at trial and upheld on appeal. The probability of succeeding with these claims cannot be predicted with certainty, and prosecuting them would take additional time and may be subject to offsets or deductions for attorneys' fees and costs. In addition, Wells Fargo may argue you are required to individually arbitrate your claims against it, which is what Wells Fargo argued in this case. The Class Action Settlement is designed to provide benefits that are certain, available on a classwide basis, and not subject to the delay and risk of arbitration, trial, and appeal.

35. Do I have a lawyer in the case?

Yes. The Court has appointed Keller Rohrbach L.L.P. to represent all Class Members as "Class Counsel," without charge to you. You can reach Class Counsel at:

Derek W. Loeser
Keller Rohrbach L.L.P.
1201 Third Avenue, Suite 3200
Seattle, WA 98101

You will not be charged for contacting this lawyer.

36. I've received solicitation letters from attorneys. Do I need to hire my own attorney to get money from the Class Action Settlement?

No. Class Counsel will represent you at no charge to you. If you want to be represented by your own lawyer, you may hire one at your own expense. It is possible that you will receive less money overall if you choose to hire your own lawyer to litigate against Wells Fargo rather than receive payment from this Class Action Settlement.

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37. How will the lawyers be paid?

The Court must approve the award of attorneys' fees and costs. If the Court approves attorneys' fees and costs, they will be deducted from the Total Settlement Amount (\$142 million) paid by Wells Fargo under the Class Action Settlement. The lawyers representing the class will not be asking for more than 15% of the Total Settlement Amount in fees and costs. The Court has the power to award them less than 15%. Whatever is not awarded to them, and does not go to pay other expenses, will be added to the Net Settlement Amount, out of which Class Members are paid.

38. How do I tell the Court if I do not like the Class Action Settlement?

If you do not exclude yourself from the Class Action Settlement, you may object to it. The Court will consider your views. To comment on or to object to the Class Action Settlement, you or your attorney must submit your written objection to the Court, including the following:

- Your name, address, email, and telephone number;
- A statement saying that you object to the Class Action Settlement in *Jabbari v. Wells Fargo*, No. 3:15-cv-02159 (N.D. Cal.);
- The reasons you object to the Class Action Settlement, along with any supporting materials;
- A statement as to whether you are aware of any Unauthorized Accounts and the account number and date of opening, if known; and
- Your signature and date.

In addition, if you wish to appear at the final approval hearing (the "Fairness Hearing"), you must submit a written notice (see Question 42 below); however, the court may excuse this requirement upon a showing of good cause.

You must mail your objection to the three addresses below postmarked no later than _____, **2017**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court/ Judge Vince Chhabria Phillip Burton Federal Building & United States Courthouse 450 Golden Gate Avenue San Francisco, CA 94102	Derek W. Loeser Keller Rohrbach L.L.P. 1201 Third Avenue Suite 3200 Seattle, WA 98101	David Fry Munger, Tolles, & Olson LLP 560 Mission Street 27th Floor San Francisco, CA 94105

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39. What is the difference between objecting to the Class Action Settlement and opting out?

You can object only if you do not opt out of the class. Opting out is telling the Court that you do not want to be part of the Class Action Settlement, and you do not want to receive any Class Action Settlement benefits. If you opt out, you have no basis to object to the Class Action Settlement by telling the Court you do not like something about it, because the case no longer affects you.

40. When and where will the Court decide whether to approve the Class Action Settlement?

The Court will hold a hearing—called a Fairness Hearing—to determine whether to give its final approval to the Class Action Settlement. This Fairness Hearing will be held at XX:00 x.m. on Month 00, 0000, at the United States District Court for the Northern District of California, located at the United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. The Fairness Hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.WFSettlement.com or call 1-866-431-8549. At the Fairness Hearing, the Court will hear evidence about whether the Class Action Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Class Action Settlement. We do not know how long these decisions will take.

The Court will consider the request for attorneys' fees and reasonable costs by Class Counsel (see Question 37) after the Fairness Hearing, at a time that will be set at a later date by the Court.

41. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have. You are welcome to attend at your own expense. If you timely file an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You also may have your own lawyer attend at your expense, but it is not necessary.

42. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. The Court will determine whether to grant you permission to speak. To do so, you must send a letter stating that it is your "Notice of Intention to Appear in *Jabbari v. Wells Fargo*, No. 3:15-cv-02159 (N.D. Cal.)." Be sure to include your name, address, email, telephone number, and your signature. Your notice of intention to appear must be postmarked no later than Month 00, 2017, and sent to the addresses listed in Question 38.

If you want to speak at the Final Fairness Hearing without having followed these procedures, you may do so if you demonstrate good cause to the Court.

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GETTING MORE INFORMATION

43. How do I get more information?

This Notice summarizes the proposed Class Action Settlement. More details are in the Class Action Settlement. You can get a copy of this documents at **www.WFSettlement.com**. You also may write with questions to Wells Fargo Unauthorized Accounts Settlement, P.O. Box 2594, Faribault, MN 55021-9594 or call 1-866-431-8549.

You may also access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Phillip Burton Federal Building, 450 Golden Gate Ave, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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